

TUPELO CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 17, 2016
6:00 P.M.

INVOCATION: COUNCILMAN BUDDY PALMER

PLEDGE OF ALLEGIANCE: COUNCILMAN MIKE BRYAN

CALL TO ORDER: PRESIDENT BUDDY PALMER

CONFIRMATION OR AMENDMENT
OF AGENDA AND AGENDA ORDER

4. **PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA**

JS 4.1 RECOGNITION OF BOY/GIRL SCOUTS

JS 4.2 RECOGNITION OF CITY EMPLOYEES

4.3 PUBLIC RECOGNITIONS

JS 4.4 MAYOR'S REPORT

(CLOSE REGULAR MEETING AND OPEN PUBLIC AGENDA.)

5. **PUBLIC AGENDA**

5.1 **PUBLIC HEARINGS**

5.1.A LOT MOWINGS OF PROPERTIES

5.2 **CITIZENS' HEARINGS**

5.2.A CONCERNS REGARDING NEIGHBORHOOD
ASSOCIATIONS – ANGELA NORTINGTON

5.2.B PROPOSED COMMUNITY GARDEN ON
IDA STREET – NAJEE LaMARR

(CLOSE PUBLIC AGENDA AND RETURN TO REGULAR SESSION.)

6. ACTION AGENDA

- DL 6.1 REVIEW/APPROVE FRANCHISE AGREEMENT
 WITH COMCAST OF TUPELO, INC.**

**(NOTE: THIS ITEM WAS TABLED ON APRIL 5; APRIL 29 AND MAY 3, 2016.
COPY OF THIS AGREEMENT IS ON FILE IN COUNCIL CLERK'S OFFICE
FOR REVIEW.)**

7. ROUTINE AGENDA

- 7.1 REVIEW/APPROVE MINUTES OF REGULAR CITY
 COUNCIL MEETING OF TUESDAY, MAY 3, 2016.**
- KH 7.2 REVIEW/APPROVE/REJECT ADVERTISING AND
 PROMOTION EXPENSE**
- 7.3 REVIEW/PAY BILLS**
- KH 7.4 REVIEW/APPROVE FY 2016 BUDGET REVISION #5**
- SH 7.5 REVIEW/RATIFY CONSTRUCTION CONTRACT
 WITH PRAIRIE CONSTRUCTION FOR THE
 SHARON HILLS DRAINAGE PROJECT**
- BL 7.6 REVIEW/APPROVE RESOLUTION ADOPTING
 MEMA DISTRICT 2 REGIONAL HAZARD
 MITIGATION PLAN**

**(NOTE: ADDITIONAL MATERIAL ON FILE IN COUNCIL CLERK'S OFFICE
FOR REVIEW.)**

- NMc 7.7 REVIEW/ACCEPT MINUTES OF C & V B MEETING OF
 APRIL 11, 2016**
- SH 7.8 REVIEW/ACCEPT MINUTES OF TUPELO MAJOR
 THOROUGHFARE PROGRAM MEETING OF
 APRIL 11, 2016**
- SH 7.9 REVIEW/APPROVE LISTING OF LOT MOWINGS OF
 PROPERTIES**

NMc 7.10 REVIEW/AWARD/REJECT BID FOR WAYFINDING
SIGNAGE & INSTALLATION OF IMPROVEMENTS
FOR CONVENTION & VISITORS BUREAU

8. STUDY AGENDA

DL 8.1 REVIEW/DISCUSS CONTRACT FOR PROFESSIONAL
SERVICES WITH SCHAUS, LLC

9. EXECUTIVE SESSION

10. ADJOURNMENT

**LOT MOWING VIOLATIONS FOR PUBLIC HEARING
MAY 17, 2016**

	PARCEL	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2
17726	089F3024200	812 N GREEN ST	AGNEW FRANK	201 DOZIER	TUPELO, MS 38804
17732	089F3030600	222 BARNES ST	MOSBY TERESA R	303 E JACKSON ST	TUPELO, MS 38804
17733	089F3030500	224 BARNES ST	STARNES GARY JR	144 BRANDYWINE ROAD	BELDEN, MS 38826
17734	077H2519600	1122 WOODLAWN ST	BOUTIN KEVIN	PO BOX 3592	TUPELO, MS 38803
17735	089K3107900	455 SPRING ST	DAVIS OTIS ETAL	7213 S PEORIA	CHICAGO, IL 60621
17736	089F3017100	522 N GREEN ST	TRIPLETT SHIRLEY R	1217 TRAVIS NE	GRAND RAPIDS, MI 49505
17749	083U0708609	3990 N GLOSTER ST	FIGRYANH LLC	C/O FORTRESS REALTY MGN	IRVING, TX 75039
17766	077D2509600	1215 LEE ST	LITTRELL COREY	1215 LEE STREET	TUPELO, MS 38804
17769	077M3603400	1157 W JACKSON ST	NEIGHBORHOOD DEVELOPMENT CORPORATION	P. O. BOX 782	TUPELO, MS 38802
17770	077M3603300	1159 W JACKSON ST	NEIGHBORHOOD DEVELOPMENT CORPORATION	P O BOX 782	TUPELO, MS 38802
17799	077Q3609300	202 SMITH ST	BOWENS COREY Q & NICOLE	202 SMITH ST SOUTH	TUPELO, MS 38801
17806	101B0216000	2201 BRYAN	TURNER CELESTINE	2201 BRYAN	TUPELO, MS 38801
17807	101A0225300	1072 DOGWOOD DR	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
17809	101A0223300	JASMINE CT	SPRING LAKE RANCH HOMEOWNERS ASSOC	P O BOX 3182	TUPELO, MS 38803
17811	101A0222700	1644 MORNING GLORY	SPRING LAKE LLC	P O BOX 2066	TUPELO, MS 38803-2066
17812	113E0609100	715 GARFIELD ST	K & B DISTRIBUTORS	P O BOX 2457	JASPER, AL 35502
17814	101A0221600	2552 JASMINE CT	SPRING LAKE LLC	P O BOX 2066	TUPELO, MS 38803-2066
17815	101A0221500	2555 JASMINE CT	SPRING LAKE LLC	P O BOX 2066	TUPELO, MS 38803-2066

HI-LITED VIOLATIONS INDICATE VACANT LOTS

5.1.14

5.2.17

**CITY OF TUPELO
CITIZEN HEARING REQUEST
COUNCIL CLERK – 662-840-2578, FAX 662-840-2579**

Any citizen of the City, business owner or property owner within the City may request that a matter be placed on the agenda for the purpose of bringing a matter before the City Council for subsequent Council action provided that he or she submits a written and signed request to the Council President or the Mayor describing the nature of his or her request. Such request must be received before 5:00 p.m. on Thursday prior to the next scheduled Council meeting. Presentation of a citizen's request shall be limited to (5) minutes.

Name Angela Northrup Phone #: _____
Street 1388 Mitchell Road Apt E-30
City, state, zip: Tupelo ms, 38801

BUSINESS OWNER:

Name of Business: _____

PROPERTY OWNER:

Address: _____

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:

I would like to know what NEIGHBORHOOD
ASSOCIATION meeting do I belong to. ALSO I have
A question about my COMCAST cable Bill Account
Number & Bill why do it keep changing & going up
EVERY month.

SIGNATURE: Angela Northrup

Form must be signed and faxed to 662-840-2579 or scanned and e-mailed to
glenda.muse@tupeloms.gov

Received 5-3-16

5.9.13

**CITY OF TUPELO
CITIZEN HEARING REQUEST
COUNCIL CLERK - 662-840-2578, FAX 662-840-2579**

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Name Najee LaMarr Phone #: 662-322-6335
Street 163 Mike Avenue
City, state, zip: Countryside, MS 38849

BUSINESS OWNER:

Name of Business: Honesty Eggs and Natural Skin Care Products /
Respect for Life Barbershop

PROPERTY OWNER:

Address: Respect for Life Barber Shop 906 Laurelale Dr
Tupelo, MS 38801

PLEASE DESCRIBE THE NATURE OF YOUR REQUEST:

The nature of this request is to present
plans for a community garden on Ida Street,
Tupelo, MS.

SIGNATURE: Najee LaMarr

Form must be signed and faxed to 662-840-2579 or scanned and e-mailed to
glenda.muse@tupeloms.gov

Received
5-10-16

1.1

MUNICIPAL MINUTES, CITY OF TUPELO
STATE OF MISSISSIPPI
MAY 3, 2016

Be it remembered that the regular meeting of the Tupelo City Council was held in Council Chambers at the City Hall Building on Tuesday, May 3, 2016, at 6:00 p.m. with the following attendance: Council Members Markel Whittington, Lynn Bryan, Travis Beard, Nettie Y. Davis, Buddy Palmer, Mike Bryan and Willie Jennings; City Attorney Ben Logan; and Glenda Muse, Clerk of the Council.

The invocation was led by President Buddy Palmer, followed by the Pledge of Allegiance led by a group of Girl Scouts from Troop #20205.

IN THE MATTER OF CALLING THE MEETING TO ORDER

President Palmer called the regular meeting to order at 6:00 p.m.

**IN THE MATTER OF CONFIRMATION OR
AMENDMENT OF AGENDA AND AGENDA ORDER**

Upon a motion by Vice-President L. Bryan, seconded by Councilman Whittington, the council voted unanimously to confirm the agenda and agenda order, amended as follows:

ADD: #4.5.A Proclamation in Recognition of
 "National Garden Week"

ADD: #7.14 Request to Donate Leave to Employee
 Of Development Services Department

4. PROCLAMATIONS, RECOGNITIONS AND REPORTS AGENDA

IN THE MATTER OF RECOGNITION OF BOY/GIRL SCOUTS

Councilman Mike Bryan introduced a group of Girl Scouts from Troop #20205 who had earlier led the Pledge of Allegiance.

IN THE MATTER OF RECOGNITION OF CITY EMPLOYEES

Mayor Shelton recognized the following employees for their years of service to the City of Tupelo:

Captain Michael Montgomery	20 years	Tupelo Fire Department
Captain Andrew R. Hooper	20 years	Tupelo Fire Department

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IN THE MATTER OF PUBLIC RECOGNITIONS

The following public recognitions were made by Council Members:

- ... Councilwoman Davis: "March Against Violence", May 7, 2016, at 2:00 p.m. at Fairpark
- Mississippi Mission "Day of Prayer", scheduled for May 5, 2016, at 7:00 a.m.
- Encouraged citizens to get out and vote
For Continuation of the Major Thoroughfare Program
- Wished all mothers a "Happy Mother's Day" next Sunday, May 8, 2016
- Councilman Jennings: Invited city officials to come out May 5, 2016, for a "Meet and Greet" event sponsored by the Southern Heights Neighborhood Association
- Councilman Palmer: "Blue Suede Cruise" to be held Friday and Saturday, May 6 and 7, 2016, at BancorpSouth Arena
- "Dudie Burger Festival" at the Oren Dunn Museum from 10 a.m. – 4:00 p.m., Saturday, May 7, 2016
- Extended "Happy Birthday" wishes to his wife on her birthday today

IN THE MATTER OF INTRODUCTION OF "NEXT GENERATION LEADERSHIP" PROGRAM

The "Next Generation Leadership" program is a summer youth leadership program designed to provide youth in grades 6 – 12 an opportunity to be exposed to activities that promote community engagement and volunteering. Shelia Nabors, facilitator for this program, introduced nine young students who are members of the group this summer. These participants were selected through an interview process directed by CREATE. This special project is sponsored through CREATE and is in collaboration with the Kellogg Foundation.

MUNICIPAL MINUTES, CITY OF TUPELO
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IN THE MATTER OF PROCLAMATION IN RECOGNITION OF
“NATIONAL PUBLIC WORKS WEEK”

Chuck Williams, Director of the Tupelo Public Works Department, accepted a proclamation from Mayor Shelton declaring the week of May 15, 2016, as “National Public Works Week”. Public works services provided in our community are an integral part of all citizens every day of their lives, and the health, safety and comfort of this community greatly depends on these facilities and services. The proclamation calls upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

IN THE MATTER OF PROCLAMATION IN RECOGNITION OF
“NATIONAL GARDEN WEEK”

Several members of the Tupelo Garden Club were in attendance to accept a proclamation from Mayor Shelton proclaiming the week of May 1 – 7, 2016, as “National Garden Week” in the city. The gardeners of this country produce a multitude of foods for our people and enable us to export foods to other countries that are in desperate need. Gardening instills in our people, both young and old, an appreciation for nature in general and for our beautiful land in particular. Gardens yield flowers of great variety and breathtaking beauty, bringing beauty into our lives and satisfying our aesthetic needs. Michele Hutto, Chairman of the local Club, thanked Mayor Shelton for the recognition and recapped a number of projects and fund raisers in which the Club had been involved.

IN THE MATTER OF MAYOR’S REPORT

Following are excerpts from Mayor Shelton’s report for this meeting:

... Introduced four members of the Sudduth family who have contributed approximately 120 years of service as members of the Tupelo Fire Department. With the retirement this year of the last Sudduth family member, this will be the first time in the past 120 years in which a member of that family has not been associated with the Fire Department.

... Encouraged all citizens to get out and vote for the Major Thoroughfare Program which is on the ballot today, Tuesday, May 3, 2016.

... Announced that the Regional Rehab Derby Party will again be held at the home of Mr. Tom Evans on Robins Street on Saturday, May 7, 2016. This is a fund-raising event for the Regional Rehab Center.

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... Repeated the announcements made by President Palmer about the “Blue Suede Cruise” and the “Dudie Burger Festival” scheduled for next weekend.

... A banquet honoring “Real Men Stand Up” mentoring program for young men, had been held the night before, May 2, 2016. Mayor Shelton expressed appreciation to Councilman Willie Jennings on having been chosen as keynote speaker for this event.

(President Palmer then closed the regular meeting and opened the Public Agenda.)

5. PUBLIC AGENDA

5.1 PUBLIC HEARINGS

5.1.A LOT MOWINGS OF PROPERTIES

No one appeared to address this issue.

(President Palmer then closed the Public Agenda and the City Council returned to regular session.)

6. ACTION AGENDA

**IN THE MATTER OF REVIEW/APPROVE FRANCHISE AGREEMENT
WITH COMCAST OF TUPELO, INC.**

This matter had been tabled at the April 5, 2016, and April 19, 2016, city council meetings. Upon a motion by Councilman Whittington, seconded by Councilman Beard, the council voted as follows to leave the issue on the table:

VOTING AYE: Whittington, L. Bryan, Beard, Palmer, M. Bryan, Jennings
VOTING NAY: Councilwoman Davis

**IN THE MATTER OF REVIEW/APPROVE ORDER CLOSING AND
VACATING A PORTION OF UNDEVELOPED RIGHT-OF-WAY OFF BRYAN
DRIVE**

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously that this Order not be approved. The Department of Development Services concurred with this action.

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**IN THE MATTER OF REVIEW/APPROVE AN ORDER CLOSING AND
VACATING A PORTION OF VALLEY ROAD RIGHT-OF-WAY**

A request had been made to close and vacate a portion of the right-of-way of Valley Road which adjoins property located at 932 Lynn Circle. The City Council and various city departments find that the portion of Valley Road right-of-way, less and except its easements to maintain underground utilities, is not needed for municipal purposes and the closing of this part of the Valley Road right-of-way is in the best interest of public safety.

Upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to approve the Order Closing and Vacating a Portion of Valley Road Right-of-Way. The Mayor and City Clerk are also authorized and directed to execute on behalf of the City of Tupelo such quitclaim deeds as are necessary to convey the closed and vacated street to the adjoining property owners only upon prior or simultaneous written waiver of compensation by the adjoining landowners. An executed copy of the Order with copy of Quitclaim Deed from City of Tupelo, Mississippi, to Monica Kirk Bristow, adjoining property owner, as an exhibit is attached to these minutes and made a part hereof as **APPENDIX A.**

7. ROUTINE AGENDA

**IN THE MATTER OF REVIEW/APPROVE MINUTES OF REGULAR
COUNCIL MEETING**

Upon a motion by Councilman Beard, seconded by Councilman Jennings, the council voted unanimously to approve the minutes of the regular City Council meeting of Tuesday, April 19, 2016.

**IN THE MATTER OF REVIEW/APPROVE/REJECT ADVERTISING AND
PROMOTION EXPENSE**

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve a list of expenditures for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of the City of Tupelo. The list had been submitted by Kim Hanna, Chief Financial Officer, and items are included in the operating budget of the City of Tupelo. A copy of this listing is attached to these minutes as **APPENDIX B.**

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IN THE MATTER OF REVIEW/PAY BILLS

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to approve payment of the following checks, bills having been reviewed at 4:30 p.m. by Councilmen Beard, Palmer and M. Bryan:

Check Nos. 324816 through 325295 (Pool Cash Fund)
Electronic transfers as shown on the face of the docket.
Invoices as shown on the face of the docket.
Requests made by ALAC to reimburse employees under Flex-One
Plan as shown on the face of the docket.

IN THE MATTER OF REVIEW/APPROVE REQUISITION REQUEST #7
(SCHNEIDER ELECTRIC)

In accordance with the terms of the Escrow and Account Control Agreement dated October 22, 2015, by and among the Lessor (Banc of America Public Capital Corporation), the City of Tupelo, Mississippi, Lessee, and Bank of America, National Association, Escrow Agent, Kim Hanna, Chief Financial Officer of the City, had submitted Disbursement Request No. 7 to the City Council for approval for payment.

Upon a motion by Councilwoman Davis, seconded by Councilman Beard, the council voted unanimously to approve Disbursement Request No. 7, requesting the Escrow Agent, Banc of America Public Capital Corporation, to pay Invoice Number Application No. 6 in the amount of \$419,372.50 to Schneider Electric Buildings America, Inc. to cover construction contract. A copy of Disbursement Request No. 7 is attached to these minutes and incorporated herein as **APPENDIX C.**

IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR SAFE ROUTES TO
SCHOOL – PHASE 2 – THOMAS ST. ELEMENTARY/HANCOCKPARK/IDA
STREET

Councilman M. Bryan offered a motion to award bid for the Safe Routes to School – Phase 2 – Thomas St. Elementary/Hancock Park/Ida Street project to the low bidder Simmons Erosion Control, Inc. of Lake, Mississippi, in the amount of \$420,898 and authorize the Mayor to enter into contracts for the project subject to ratification by the City Council at a later date. Councilman M. Bryan accepted an amendment to his motion by Councilman L. Bryan that the acceptance of the bid be subject to concurrence by Mississippi Department of Transportation. Councilman Beard seconded the motion, as amended, which was then unanimously approved by the City Council. A copy of the Tabulation of Bids is attached to these minutes and incorporated herein as **APPENDIX D.**

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**IN THE MATTER OF REVIEW/APPROVE AGREEMENT FOR
CONSTRUCTION AND INSPECTION SERVICES – SHARON HILLS
DRAINAGE IMPROVEMENTS PROJECT**

Upon a motion by Councilman Whittington and a second by Councilman Jennings, the council voted unanimously to approve an agreement between the City of Tupelo, Mississippi, and Civil Link, LLC, to provide professional engineering services, including the construction engineering and inspection, for the Sharon Hills Drainage Improvements Project. The project area includes the areas within the Sharon Hills subdivision and adjacent retention/detention pond areas that are included in the project drawings. Bids were received for this project on April 12, 2016. A copy of this agreement is attached to these minutes and made a part hereof as **APPENDIX E.**

IN THE MATTER OF REVIEW/APPROVE DONATION OF REAL PROPERTY

Upon a motion by Councilman L. Bryan, seconded by Councilwoman Davis, the council voted unanimously to approve a Donation Warranty Deed from Nathan C. Hood, d/b/a Northeast Petroleum Company, 631 South Gloster Street, Tupelo, Mississippi, to the City of Tupelo, Mississippi, by which Grantee donates certain real property (known as Frisco Alley) to the City and being more particularly described in the Donation Warranty Deed, a copy of which is attached to these minutes as **APPENDIX F.**

**IN THE MATTER OF REVIEW/APPROVE RESOLUTION REGARDING
MATCHING FUNDS FOR SALVATION ARMY PROJECT**

Upon a motion by Councilwoman Davis, seconded by Councilman M. Bryan, the council voted unanimously to approve a Resolution to Match Five Hundred Thousand Dollars (\$500,000.00) for expansion and improvements by the Salvation Army for Social and Community Programs. The Salvation Army is a social and community program covered by Miss. Code, Annotated, Sec. 21-19-65 and has been engaged in a successful campaign to expand and improve its facilities for quite some time. The City of Tupelo is committing to match the total sum of Five Hundred Thousand Dollars (\$500,000.00) payable in One Hundred Thousand Dollars (\$100,000.00) increments each year for five years beginning in FY2015-2016 for this organization's expansion and improvement of its homeless shelter facility and programs. An executed copy of the Resolution is attached to these minutes and made a part hereof as **APPENDIX G.**

**IN THE MATTER OF REVIEW/ACCEPT MINUTES OF VARIOUS MEETINGS
OF THE TUPELO COLISEUM COMMISSION**

Upon a motion by Councilman L. Bryan and a second by Councilman Whittington, the council voted unanimously to accept minutes of various meetings of the

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Tupelo Coliseum Commission. These minutes cover meetings of March 16, 2016; February 16, 2016; January 25, 2016; December 21, 2015; November 16, 2015; and October 26, 2015.

**IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR INFRARED
PAVEMENT RESTORATION FOR TUPELO PUBLIC WORKS DEPARTMENT**

Upon a motion by Councilman M. Bryan, seconded by Councilman Whittington, the council voted unanimously to award the following bid for the Tupelo Public Works Department, the bid having been recommended to the Mayor and City Council by Chuck Williams, Director of that Department:

Bid:	1420PW	Infrared Pavement Restoration for Repairing Damaged Asphalt and Surface Failures for a Twelve-Month Period
		Recommendation: Asphalt Restoration Company
		Amount of Bid: \$56.00 per 100 square yards

Note: Only one bidder responded to requests for bids. A copy of the bid package is attached to these minutes as **APPENDIX H.**

**IN THE MATTER OF REVIEW/AWARD/REJECT BID FOR TRUCK WITH
CHASSIS AND DEBRIS DUMP BED FOR TUPELO PUBLIC WORKS
DEPARTMENT**

Upon a motion by Councilman Beard, seconded by Councilman Whittington, the council voted unanimously to award the following bid for the Tupelo Public Works Department, the bid having been recommended to the Mayor and City Council by Chuck Williams, Director of the Public Works Department, as the lowest and best bid. Three bidders responded to request for bids for this equipment:

Bid	1421PW	Truck with Chassis and Dump Truck Bid
		Recommendation: Summit Truck Center
		Amount of Bid: \$74,544.00

A copy of the bid package is attached to these minutes as **APPENDIX I.**

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IN THE MATTER OF REVIEW/APPROVE "SERVICE PRACTICE STANDARDS" FOR TUPELO WATER & LIGHT DEPARTMENT

Johnny Timmons, Director of the Tupelo Water & Light Department, had submitted a request to the City Council for approval of additions to be made to the "Service Practice Standards" document, which covers Schedule of Rules, Regulations and Fees for Utility Service for the City. Tennessee Valley Authority is requiring these additions and the same must have approval of the City Council.

Upon a motion by Councilman Whittington, seconded by Councilman Jennings, the council voted unanimously to approve this request and approve the additions required by Tennessee Valley Authority. A copy of Mr. Timmons' letter dated April 28, 2016, setting forth these changes is attached to these minutes and incorporated herein as **APPENDIX J.**

IN THE MATTER OF REVIEW/APPROVE LISTING OF LOT MOWINGS OF PROPERTIES

Councilman Whittington moved to approve a listing of lot mowings submitted by the Department of Development Services as being in such a state of uncleanness as to be a menace to public health, safety and welfare of the community, thereby authorizing the department to proceed with mowing of these properties. The motion was seconded by Councilman Jennings and unanimously passed by a vote of the council. A public hearing had been held earlier in this council meeting with no one appearing to address any of the listed properties. A copy of this listing is attached to these minutes as **APPENDIX K.**

IN THE MATTER OF REVIEW/APPROVE REQUEST TO DONATE LEAVE TO EMPLOYEE OF THE DEPARTMENT OF DEVELOPMENT SERVICES

Shane Hooper, Director of the Department of Development Services, had submitted a request to the Mayor and City Council that city employees be allowed to donate a portion of their leave hours to Sherrie Cochran, an employee of his department. Ms. Cochran is being treated for a long term illness and has exhausted her accumulated leave. Upon a motion by Councilman Whittington, seconded by Councilman L. Bryan, the council voted unanimously to approve this request for donation of leave hours to this employee by other employees.

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8. STUDY AGENDA

IN THE MATTER OF REVIEW/DISCUSS REQUEST FOR PERMISSION TO PLACE STRUCTURE IN ALLEY RIGHT-OF-WAY

Upon a motion by Councilman L. Bryan and a second by Councilman M. Bryan, the council voted unanimously to suspend the rules and move this item up for action at this time.

Councilman L. Bryan moved to approve a request for permission of Crave Restaurant to place structures in public alley right-of-way subject to conditions to be imposed by the Department of Development Services, such conditions to include at a minimum the following:

1. City of Tupelo will be added as a named insured to the business's liability policy.
2. The structures will not be permanent and can be expeditiously removed for public access to the alley when the need arises.

The Downtown Main Street Association has been consulted about this matter and concurs with the action as set out above.

IN THE MATTER OF EXECUTIVE SESSION

Upon a motion by Councilman Jennings, seconded by Councilman Whittington, the council voted unanimously to close the regular meeting to determine the need for an executive session.

Upon a motion by Councilman Whittington and a second by Councilman Beard, the council voted unanimously to go into executive session to discuss the matter of "Acquisition of real property at various locations throughout the City of Tupelo" as recommended by City Attorney Ben Logan.

Upon a motion by Councilman Beard, seconded by Councilwoman Davis, the council voted unanimously to come out of executive session and return to the regular meeting.

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IN THE MATTER OF ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION

Upon a motion by Councilman L. Bryan, seconded by Councilman Beard, the council voted unanimously to approve a Resolution Authorizing the Purchase of Certain Real Property by the City of Tupelo from Habitat for Humanity known as Lot 9, Oakview Subdivision, for the sum of \$21,000.00. An executed copy of this Resolution is attached to these minutes as **APPENDIX L.**

IN THE MATTER OF ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve the following:

- (A) Resolution Authorizing the Purchase of Certain Real Property by the City of Tupelo from Habitat for Humanity known as 521 Magazine Street for the sum of \$8,000.00; and
- (B) Resolution Authorizing the Purchase of Certain Real Property by the City of Tupelo from Habitat for Humanity known as 525 Magazine Street for the sum of \$8,500.00.
- (C) Resolution Authorizing the Purchase of Certain Real Property by the City of Tupelo from Habitat for Humanity known as 802 Malone for the sum of \$5,000.00.

Copies of these executed Resolutions are attached to these minutes as **APPENDICES M, N, and O,** respectively.

IN THE MATTER OF ACTION TAKEN AS A RESULT OF EXECUTIVE SESSION

Upon a motion by Councilman L. Bryan, seconded by Councilman Whittington, the council voted unanimously to approve the following:

- (A) Resolution Authorizing the Purchase of Certain Real Property by the City of Tupelo from Molly Tanner known as 357 Malone for the sum of \$15,000.00; and
- (B) Resolution Authorizing the Purchase of Certain Real Property by the City of Tupelo from Molly Tanner known as 371 Malone for the sum of \$15,000.00.

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Copies of these executed Resolutions are attached to these minutes as **APPENDICES P and Q**, respectively.

IN THE MATTER OF ADJOURNMENT

There being no further business to come before the City Council, upon a motion by Councilman Whittington, seconded by Councilman M. Bryan, the council voted unanimously to adjourn the regular meeting at 7:45 p.m.

PRESIDENT

ATTEST:

CLERK OF THE COUNCIL

APPROVED:

MAYOR

...

City of Tupelo
 FY 2016 Budget Revision #5

Whereas, the Mayor and City Council of the City of Tupelo have determined that the budget estimates and certain increases are needed in the operating departments, it is hereby resolved to amend the FY 2016 Budget as follows:

	Original Budget	Amendment	Amended Budget
General Fund Revenues			
Local Taxes	6,894,868		6,894,868
Licenses & Permits	986,984		986,984
Intergovernmental Revenues	23,700,332	738	23,701,070
Charges for Services	742,000		742,000
Fines & Forfeits	1,300,000		1,300,000
Interest Income & Misc. Revenues	394,417	3,250	397,667
Other Financing Resources	81,550		81,550
Unreserved Fund Balance	2,432,464	-	2,432,464
Total General Fund Revenues	36,532,615	3,988	36,536,603

Purpose: To budget for the Homeland Security reimbursement for task force training.
 To accept a donation of \$3,250 from Create/Cherry Blossom Festival for cherry trees purchased by Public Works.

Expenditures:

City Council

Personnel	242,269		242,269
Supplies	5,000		5,000
Other Services & Charges	213,150		213,150
Capital	-	-	-
Total City Council	460,419	-	460,419

Purpose:

Executive Dept.

Personnel	615,183		615,183
Supplies	26,100		26,100
Other Services & Charges	329,850		329,850
Capital	1,500	-	1,500
Total Executive Dept.	972,633	-	972,633

Purpose:

City Court

Personnel	670,562		670,562
Supplies	21,200		21,200
Other Services & Charges	111,084		111,084
Capital	2,500	-	2,500
Total City Court	805,346	-	805,346

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Budget & Accounting</u>			
Personnel	739,923		739,923
Supplies	17,675		17,675
Other Services & Charges	327,316		327,316
Capital	96,350	-	96,350
Total Budget & Accounting	1,181,264	-	1,181,264

Purpose:

<u>Personnel Dept.</u>			
Personnel	249,253		249,253
Supplies	4,600		4,600
Other Services & Charges	30,944		30,944
Capital	-	-	-
Total Personnel Dept.	284,797	-	284,797

Purpose:

<u>Development Services</u>			
Personnel	1,265,095		1,265,095
Supplies	41,000		41,000
Other Services & Charges	65,591		65,591
Capital	2,000	-	2,000
Total Development Services	1,373,686	-	1,373,686

Purpose:

<u>Police Dept</u>			
Personnel	7,398,271		7,398,271
Supplies	705,337		705,337
Other Services & Charges	1,616,173		1,616,173
Capital	156,562	-	156,562
Total Police Dept.	9,876,343	-	9,876,343

Purpose:

<u>Fire Dept</u>			
Personnel	5,348,237		5,348,237
Supplies	249,737		249,737
Other Services & Charges	295,128	738	295,866
Capital	-	-	-
Total Fire Dept.	5,893,102	738	5,893,840

Purpose:

	Original Budget	Amendment	Amended Budget
<u>Public Works</u>			
Personnel	2,985,351		2,985,351
Supplies	431,600	3,250	434,850
Other Services & Charges	2,026,276		2,026,276
Capital	<u>15,000</u>	<u>-</u>	<u>15,000</u>
Total Public Works	<u>5,458,227</u>	<u>3,250</u>	<u>5,461,477</u>

Purpose: To accept donation from the Cherry Blossom Festival Association for the reimbursement of cherry trees purchased

<u>Parks & Recreation</u>			
Personnel	1,637,907		1,637,907
Supplies	418,000		418,000
Other Services & Charges	926,654		926,654
Capital	<u>50,065</u>	<u>-</u>	<u>50,065</u>
Total Parks & Rec	<u>3,032,626</u>	<u>-</u>	<u>3,032,626</u>

Purpose:

<u>Aquatics Facility</u>			
Personnel	389,605		389,605
Supplies	121,000		121,000
Other Services & Charges	332,500		332,500
Capital	<u>5,000</u>	<u>-</u>	<u>5,000</u>
Total Aquatics Facility	<u>848,105</u>	<u>-</u>	<u>848,105</u>

Purpose:

<u>Museum</u>			
Personnel	111,644		111,644
Supplies	11,000		11,000
Other Services & Charges	39,850		39,850
Capital	<u>-</u>	<u>-</u>	<u>-</u>
Total Museum	<u>162,494</u>	<u>-</u>	<u>162,494</u>

Purpose:

Community Services	<u>993,106</u>	<u>-</u>	<u>993,106</u>
Purpose:			

Debt Service	<u>259,650</u>	<u>-</u>	<u>259,650</u>
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Other Financing Uses	<u>4,930,817</u>	<u>-</u>	<u>4,930,817</u>
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Total General Fund Expenditures	<u>36,532,615</u>	<u>3,988</u>	<u>36,536,603</u>
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	Original Budget	Amendment	Amended Budget
Fund #327			
Tupelo Capital & Infrastructure Fund			
Revenues			
Grants	5,125,006		5,125,006
Transfer from Other Funds	2,083,233		2,083,233
ESCO Lease Proceeds	4,353,000		4,353,000
Donations/Grant Contributions	1,277,836	3,500	1,281,336
Bond Proceeds	9,750,000		9,750,000
Unreserved Fund Balance	4,078,018	-	4,078,018
Total Revenues	26,667,093	3,500	26,670,593
Expenditures			
Other Services & Charges			
Maintenance Projects	158,315		158,315
CDF-Revitalization Project	250,000		250,000
Beautification Projects	213,000	3,500	216,500
Contingies/Grant Matches	775,000	-	775,000
Total Other Services & Charges	1,396,315	3,500	1,399,815
Capital			
Street Projects (E.Main)	1,084,003		1,084,003
Overlay	1,935,205		1,935,205
Infrastructure Improvements	3,816,834		3,816,834
Equipment	298,198		298,198
Building Improvements	8,927,158		8,927,158
Park Improvements	6,144,912		6,144,912
Industrial Grant Improvement	2,524,468		2,524,468
Vehicles	180,000		180,000
Police Vehicles	180,000		180,000
Fire Equipment/Trucks	60,000		60,000
Contingencies(Grant Matches)	-	-	-
Total Capital	25,150,778	-	25,150,778
Other Financing Uses	120,000	-	120,000
Total Expenditures	26,667,093	3,500	26,670,593

Purpose: To accept a donation of \$3,500 from the Tupelo Garden Club for the purchase of trees.

Voting

Councilman Mike Bryan	_____
Councilman Markel Whittington	_____
Councilman Lynn Bryan	_____
Councilman Travis Beard	_____
Councilman Nettie Davis	_____
Councilman Buddy Palmer	_____
Councilman Willie Jennings	_____

Approved:

President of the Council
City of Tupelo

Attest:

Clerk of the Council

Mayor
City of Tupelo

Attest:

City Clerk

1.5

Memorandum

*Department of Planning and Community Development
City Engineer*

Date: May 9, 2016

To: Glenda Muse

From: John Crawley, PE, City Engineer

Subject: Sharon Hills Drainage Improvements
Contract Ratification

Ms. Glenda,

Please add this item to the council agenda for ratification at their next meeting on May 17, 2016. A copy of the document is attached. The original contracts are with Dustin Dabbs and he will bring these to us on the day of the council meeting. Should you or any council members have any questions feel free to contact me.

John

Memorandum

Department of Development Services
City Engineer

Date: May 9, 2016

To: City Council Members

From: John Crawley, PE, CFM
City Engineer

Subject: Sharon Hills Drainage Improvements
Prairie Construction Contract Ratification

Dear Members,

At your last meeting you recommended award of the above captioned project to Prairie Construction for the amount of \$212,924.38. Prairie has returned to us all of the necessary paperwork necessary for the city to execute the contracts. I recommend that the council ratify the contract so that work may begin on this project in early June. A copy of the contract is attached hereto.

John

CONTRACT

THIS AGREEMENT, made this the _____ day of _____, 2016, by and between the **CITY OF TUPELO, MISSISSIPPI**, hereinafter called "OWNER" and Prairie Construction, LLC, doing business as (~~an Individual~~), (~~a partnership~~), (~~a Corporation~~), or (a Limited Liability Company) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of **Sharon Hills Drainage Improvements**, hereinafter called "PROJECT".
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the Project within 120 calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS, and comply with the terms therein for the sum of \$ 212,924.38 or as shown in the BID Schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (a) This Agreement
 - (b) Advertisement for Bids
 - (c) Instruction to Bidders
 - (d) Signed Copy of Proposal Form and Bidder's Certificate
 - (e) Executed Non-Collusion Form and Compliance Statements
 - (f) Executed Performance Bond
 - (g) Executed Payment Bond
 - (h) NSPE General Conditions

- (i) Special Contract Provisions
 - (j) Technical Specifications
 - (k) DRAWINGS prepared by **Civil Link, LLC**, and dated **JANUARY 2016**.
 - (l) SPECIFICATIONS prepared or issued by **Civil Link, LLC**, dated **JANUARY 2016**.
 - (m) ADDENDA:
No. ____ Dated _____ and No. ____ Dated _____.
 - (n) All federal government conditions, specifications, regulations and requirements bound herein.
6. The Contractor agrees to abide by the following consequences for failure to complete the project within the time specified in the Contract Documents:
- A. LIQUIDATED DAMAGES - CONTRACTOR shall pay to OWNER for each and every calendar day that he shall be in default in attaining Completion of the Work within the time stipulated the sum of \$ 200.00 as liquidated damages. The CONTRACTOR shall be liable for the continued assessment of liquidated damages of \$ 200.00 for each calendar day that he shall be in default in completing the Work within the stipulated time as provided herein. Since the OWNER's losses are due to the CONTRACTOR's delay and are not readily ascertainable, the amount provided herein for liquidated damages constitutes agreed damages and not a penalty.
 - B. INDEMNIFICATION - In addition to payment of the above liquidated damages, CONTRACTOR shall fully indemnify and hold harmless the OWNER, the ENGINEER and their officers, personnel, and agents from and against: (1) any and all fines, civil penalties, and assessments levied by any state or federal agency or any federal or state court for failure to meet, perform, or comply with any part of the Contract Documents, and (2) any and all claims, damages, losses, expenses, liabilities, actions, judgments, and decrees of any and every mature whatsoever in any manner caused by, resulting from, or arising out of the performance of the work.
 - C. RIGHT OF SET-OFF - The OWNER, in addition to its other remedies under this Contract and in law and in equity, may deduct from monies which become due the CONTRACTOR under this Contract any unpaid amounts which become to or for the OWNER under any of the foregoing provisions.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times set forth in the General Conditions such amount as required by the CONTRACT DOCUMENTS. The OWNER shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS unless otherwise mutually agreed.
8. The Contractor agrees to allow the Owner or a duly authorized representatives thereof, access to books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical access to records clause into all subcontracts.
9. The Contractor shall be held responsible for forfeiture of monies in the event that an audit indicates his failure to keep adequate records, including change orders, force accounts and payroll records.
10. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:
- (\$ 212,924.38) two hundred twelve thousand nine hundred twenty four dollars and 38/100
(not less than one hundred percent of Contract amount)
11. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi, in the sum of:
- (\$ 212,924.38) two hundred twelve thousand nine hundred twenty four dollars and 38/100
(not less than one hundred percent of Contract amount)

12. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 5 copies each of which shall be deemed an original on the date first above written.

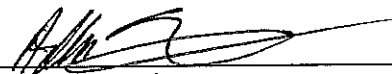
City of Tupelo, Mississippi

BY: _____
NAME: _____
TITLE: Mayor


ATTEST:

BY: _____
NAME: _____
TITLE: City Clerk

(SEAL)

Contractor
PRATIN CONSTRUCTION, LLC
BY: 
NAME: Allen Tatum
Title: Vice-President

ATTEST:

BY: 
NAME: R.M. Whitfield
TITLE: Secretary

(SEAL)

END OF SECTION

n.6

**RESOLUTION TO ADOPT THE MEMA DISTRICT 2 REGIONAL
HAZARD MITIGATION PLAN**

WHEREAS, the City of Tupelo is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the City of Tupelo desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards.

WHEREAS, it is the intent of the City of Tupelo to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the City of Tupelo to fulfill its obligation under Section 322; Mitigation Planning of the Robert T. Stafford Disaster Relief and emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the City of Tupelo; and

WHEREAS, the City of Tupelo, in coordination with Alcorn County, Benton County, Itawamba County, Lafayette County, Lee County, Marshall County, Pontotoc County, Prentiss County, Tippah County, Tishomingo County, and Union County and the participating municipalities within those counties has prepared a regional hazard mitigation plan with input from the appropriate local and state officials; and

WHEREAS, the Mississippi Emergency Management Agency and the Federal Emergency Management Agency have reviewed the MEMA District 2 Regional Hazard Mitigation Plan for legislative compliance and has approved the plan pending the completion of local adoption procedures.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Tupelo hereby:

1. Adopt the MEMA District 2 Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

The foregoing Resolution was proposed in a motion by Council Member

_____ seconded by Council Member _____ and brought to a

vote as follows:

Councilmember Whittington voted _____
Councilmember L. Bryan voted _____
Councilmember Beard voted _____
Councilmember Davis voted _____
Councilmember Palmer voted _____
Councilmember M. Bryan voted _____
Councilmember Jennings voted _____

WHEREUPON, the foregoing Resolution was declared, passed and adopted at a regular meeting of the Council on this the _____ day of _____, 2016.

CITY OF TUPELO, MISSISSIPPI

By: _____
BUDDY PALMER, City Council President

ATTEST:

GLENDA MUSE, Clerk of the Council

APPROVED:

JASON L. SHELTON, Mayor

DATE

7.7



P.O. Drawer 47 • 399 E. Main St. • Tupelo, MS 38802 • #MyTupelo
TUPELO CONVENTION & VISITORS BUREAU

CVB Monthly Meeting
Monday, April 11th, 2016

The Tupelo Convention & Visitors Bureau board met at 2:00 p.m. in the Tupelo CVB board room on Monday, April 11th. Those present were Neal McCoy, Jonathan Waller, Stephanie Browning, Chauncey Godwin, Jr., Jane Spain, Pat Rasberry, Stephanie Moody-Coomer, Brian Rucker, Jennie Bradford Curlee, Jan Pannell, Kylie Boring, Demetre Sherer and Kim Hannah. Dr. Louis Britton was absent.

Neal asked that the agenda be approved. Jonathan Waller made a motion to approve the agenda, 2nd by Chauncey Godwin, Jr. All voted aye. Motion carried.

Neal asked that the minutes be approved. Jane Spain made a motion that the minutes be approved, 2nd by Jonathan Waller. All voted aye. Motion carried.

Next Neal McCoy gave an overview of the financial report stating that the revenues were up but expenditures were down but commented that the CVB tourism revenues overall for the year were up 5.28%. Kim Hannah commented on the report and both Neal and Kim addressed the board stating that there were audit adjustments being looked into that could have an effect on why the monthly revenues could be down due to a credit/overpay issue.

There was a comment regarding the Vietnam Wall and its status -- this is still on hold until bond is approved.

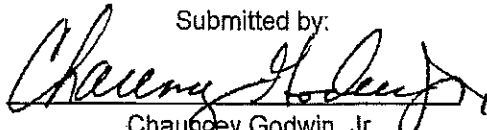
The Sales Reports were provided by Jan Pannell/Sales, Jennie Bradford Curlee/International Sales/PR and Stephanie Moody-Coomer/Partnerships/In-Market.

Neal reported on the Wayfinding bid updates and explained why they were recently turned down and that new bid openings would be coming up again in May.

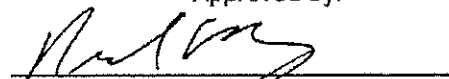
The MS logo sign for the Tupelo Automobile Museum is up for renewal. Chauncey Godwin, Jr. made a motion to approve the sign at \$2400, 2nd by Johnathan Waller. All voted aye. Motion carried with Jane Spain dismissing herself from the room during the voting process.

There being no further business the meeting was adjourned.

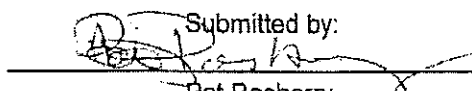
Submitted by:


Chauncey Godwin, Jr.
Secretary

Approved by:

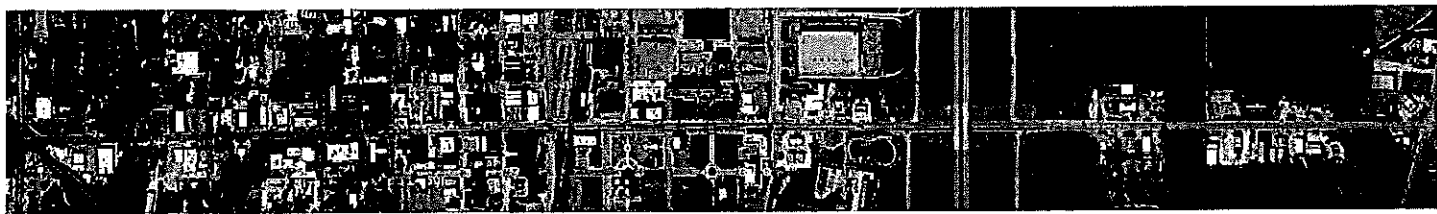

Neal McCoy
President

Submitted by:


Pat Rasberry
Recording Secretary



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1.8

Tupelo Major Thoroughfare Program Minutes April 11, 2016

Members present: Hudson Bryan, C W Jackson, Stuart Johnson, Ernie Joyner, J D Moore, Jamie Osbirn, Greg Pirkle, Theodore Roach, Drew Robertson, Kay Trapp, Betty Wood

Members not present: Ken Burton, Eddie Carnathan, Bill Cleveland, Jeffery Gladney, Gunner Goad, Brent Waldrop, Wesley Webb, Wesley Wells

Others present: Thomas Beard, Caleb Bedillion, John Crawley, Leesha Faulkner, Kim Hanna, Don Lewis, Buddy Palmer, Johnny Timmons, Mark Weeden, John White, Chuck Williams,

Meeting was called to order by Chairman Greg Pirkle.

Roll Call was taken by Renee Newton.

Mr. Pirkle asked the Committee to review and approve the minutes of the March 14, 2016, Major Thoroughfare Program meeting. C W Jackson stated that a correction was needed on the second page in the projects update section. Five lanes on South Thomas Street should be three lanes. The minutes were unanimously approved as corrected.

Kim Hanna presented the Major Thoroughfare Phase V Budget Report for the period ending March 31, 2016. Beginning cash balance was \$2,925,083. Revenue from Property Tax and Interest Earned totaled \$1,022,561. Actual Expenditures totaled \$35,146 with payments for Personnel Cost of \$7,055 and East Main Project of \$28,091 for engineering costs. Ending cash balance was \$3,912,499.

John Crawley gave updates on the current projects.

NATCHEZ TRACE BRIDGE

Waiting till-end of growing season to check life of replaced landscaping items.

EAST MAIN STREET (GREEN STREET TO VETERANS)

Bridge crews are continuing work on both bridges. Decks have been completed on both bridges. Joint repairs and railing have been completed on Bridge C. Contractor is working on joint repair and railing on Bridge B. Contractor is continuing work on south side of Main Street in Downtown section between Front Street and Green Street. Concrete crews have completed with construction of sidewalk, curb and driveways on south side of East Main Street between Veterans Blvd and Highway 45, and are currently working on tying into the bridge ends in preparation of paving operations. Concrete crews are also working on the curb islands in the median and ramps at Highway 45 interchange area. Asphalt paving is scheduled to resume later this month. Based on Progress Estimate for work

completed in the month of February the Contractor is 73% complete after using 83% of the contract time.


THOMAS STREET / HWY 6 INTERCHANGE

Archeologist submitted report to MDAH this weekend. Waiting on approval from MDAH to conduct selective site stripping to make sure nothing remains from previous Chickasaw site.

Greg Pirkle opened discussion on Major Thoroughfare Phase VI Election. Absentee voting is available on first floor at City Hall. Digital ads are running at Crosstown. Leesha Faulkner is working on other marketing items. List of people and businesses to contact for donations will be available this week. Committee Members will speak at various organization, association, and neighborhood meetings. This is the final push to get the word to as many as possible about MTP Phase VI.

Greg Pirkle reminded everyone to vote on May 3.

With no further business to be discussed, the meeting was adjourned.


Chairman Greg Pirkle


Submitted by Renee Newton

LOT MOWING VIOLATIONS FOR PUBLIC HEARING

MAY 17, 2016

1.9

	PARCEL	LOCATION	OWNER NAME	OWNER ADDRESS 1	OWNER ADDRESS 2
17726	089F3024200	812 N GREEN ST	AGNEW FRANK	201 DOZIER	TUPELO, MS 38804
17732	089F3030600	222 BARNES ST	MOSBY TERESA R	303 E JACKSON ST	TUPELO, MS 38804
17733	089F3030500	224 BARNES ST	STARNES GARY JR	144 BRANDYWINE ROAD	BELDEN, MS 38826
17734	077H2519600	1122 WOODLAWN ST	BOUTIN KEVIN	PO BOX 3592	TUPELO, MS 38803
17735	089K3107900	455 SPRING ST	DAVIS OTIS ETAL	7213 S PEORIA	CHICAGO, IL 60621
17736	089F3017100	522 N GREEN ST	TRIPLETT SHIRLEY R	1217 TRAVIS NE	GRAND RAPIDS, MI 49505
17749	083U0708609	3990 N GLOSTER ST	FIGRYANH LLC	C/O FORTRESS REALTY MGN	IRVING, TX 75039
17766	077D2509600	1215 LEE ST	LITRELL COREY	1215 LEE STREET	TUPELO, MS 38804
17769	077M3603400	1157 W JACKSON ST	NEIGHBORHOOD DEVELOPMENT CORPORATION	P. O. BOX 782	TUPELO, MS 38802
17770	077M3603300	1159 W JACKSON ST	NEIGHBORHOOD DEVELOPMENT CORPORATION	P.O BOX 782	TUPELO, MS 38802
17799	077Q3609300	202 SMITH ST	BOWENS COREY Q & NICOLE	202 SMITH ST SOUTH	TUPELO, MS 38801
17806	101B0216000	2201 BRYAN	TURNER CELESTINE	2201 BRYAN	TUPELO, MS 38801
17807	101A0225300	1072 DOGWOOD DR	SPRING LAKE LLC	PO BOX 2066	TUPELO, MS 38803
17809	101A0223300	JASMINE CT	SPRING LAKE RANCH HOMEOWNERS ASSOC	P.O BOX 3182	TUPELO, MS 38803
17811	101A0222700	1644 MORNING GLORY	SPRING LAKE LLC	P.O BOX 2066	TUPELO, MS 38803-2066
17812	113E0609100	715 GARFIELD ST	K & B DISTRIBUTORS	P O BOX 2457	JASPER, AL 35502
17814	101A0221600	2552 JASMINE CT	SPRING LAKE LLC	P.O BOX 2066	TUPELO, MS 38803-2066
17815	101A0221500	2555 JASMINE CT	SPRING LAKE LLC	P.O BOX 2066	TUPELO, MS 38803-2066

HI-LITED VIOLATIONS INDICATE VACANT LOTS

#7.10



May 13, 2016

Mr. Neal McCoy
Director, Tupelo CVB
City of Tupelo, Mississippi
PO Drawer 47
Tupelo, Mississippi 38802

REFERENCE: RECOMMENDATION OF AWARD OF CONTRACT
WAYFINDING SIGNAGE & INSTALLATION OF IMPROVEMENTS
CITY OF TUPELO, MISSISSIPPI

Dear Mr. McCoy:

Civil Link is pleased to submit to you, Mayor Shelton and the City Council, our conclusions and recommendations regarding the award of the construction contract for the referenced project. Bids were opened at City Hall on Wednesday, May 10, 2016 at 2:00 PM CDT. A copy of the Tabulation of Bids is attached hereto.

Two bids were received for this project ranging from \$397,645.98 to \$419,395.00. The low bid was from Knight Sign Industries, Inc. with a total bid amount of \$397,645.98. The proper proposal documentation, including bid bond, appears to be in order as required by the Contract Documents.

Thus, it is our recommendation that the City award this contract to Knight Sign Industries, Inc. in the amount of \$397,645.98 and initiate the contracting and construction phases of this project. We appreciate the opportunity to be of service to you and to be involved with this project. Please let us know should have any questions or require additional information.

Sincerely,
CIVIL LINK

A handwritten signature in black ink, appearing to read "Dustin D. Dabbs".

Dustin D. Dabbs, PE
Principal

Attachment



To: Mayor Jason Shelton and Tupelo City Council

From: Neal McCoy

Re: Award of Bid

Date: May 13, 2016

Attendance:

Missy Shelton

City of Tupelo

Ben Logan

City of Tupelo

Stephanie Coomer

Tupelo Convention and Visitors Bureau

Dustin Dabbs

Civil Link Engineering

Due Date: 2 p.m. May 10, 2016

Re: Tupelo Wayfinding Sign Program

<u>Vendor</u>	<u>Bid Amount</u>
Color-Ad, Inc.	\$419,395.00
Knight Sign Industries, Inc.	\$397,645.98

I recommend that the lowest and best bid, from Knight Sign Industries, Inc. for \$397,645.98 be awarded.



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BID TABULATION
CITY OF TUPELO, MISSISSIPPI
WAYFINDING SIGNAGE & INSTALLATION IMPROVEMENTS
BID DATE: 05/10/2016

BASE BID				KNIGHT SIGN INDUSTRIES, INC.		COLOR-AD, INC.	
ITEM NO.	DESCRIPTION	UNIT	QNTY.	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Mobilization/Demobilization	LS	1	xxxxxxxx	\$ 14,280.00	xxxxxxxx	\$ 6,000.00
2	Maintenance of Traffic	LS	1	xxxxxxxx	\$ 3,060.00	xxxxxxxx	\$ 7,500.00
3	Removal of Obstructions	LS	1	xxxxxxxx	\$ 3,570.00	xxxxxxxx	\$ 3,000.00
4	Removal of Existing Primary Gateway Sign	EA	5	295.80	\$ 1,479.00	1,920.00	\$ 9,600.00
5	Borrow Excavation	CY	30	46.41	\$ 1,392.30	45.00	\$ 1,350.00
6	Vehicular Directional Trailblazer Sign, Low Speed	EA	40	296.82	\$ 11,872.80	370.00	\$ 14,800.00
7	Vehicular Directional Trailblazer Sign, High Speed	EA	140	459.00	\$ 64,260.00	465.00	\$ 65,100.00
8	Pedestrian Directional Trailblazer Sign	EA	2	215.22	\$ 430.44	235.00	\$ 470.00
9	Pedestrian Walking Map Sign	EA	6	231.54	\$ 1,389.24	280.00	\$ 1,680.00
10	Parking Directional Sign	EA	6	172.38	\$ 1,034.28	235.00	\$ 1,410.00
11	Hospital (H) Directional Sign & Arrow Assembly	EA	11	86.70	\$ 953.70	220.00	\$ 2,420.00
12	Primary Gateway Monument Sign & Equipment (PG-1)	LS	1	xxxxxxxx	\$ 24,442.26	xxxxxxxx	\$ 24,480.00
13	Primary Gateway Monument Sign & Equipment (PG-2)	LS	1	xxxxxxxx	\$ 24,442.26	xxxxxxxx	\$ 24,480.00
14	Primary Gateway Monument Sign & Equipment (PG-3)	LS	1	xxxxxxxx	\$ 24,442.26	xxxxxxxx	\$ 24,480.00
15	Primary Gateway Monument Sign & Equipment (PG-4)	LS	1	xxxxxxxx	\$ 24,442.26	xxxxxxxx	\$ 24,480.00
16	Primary Gateway Monument Sign & Equipment (PG-5)	LS	1	xxxxxxxx	\$ 24,442.26	xxxxxxxx	\$ 24,480.00
17	Primary Gateway Monument Sign & Equipment (PG-6)	LS	1	xxxxxxxx	\$ 24,442.26	xxxxxxxx	\$ 24,480.00
18	Barnes Crossing District Gateway Sign	EA	3	529.38	\$ 1,588.14	750.00	\$ 2,250.00
19	Historic Downtown District Gateway Sign	EA	2	529.38	\$ 1,058.76	750.00	\$ 1,500.00
20	Midtown District Gateway Sign	EA	2	529.38	\$ 1,058.76	750.00	\$ 1,500.00
21	Connect & Mount Sign to Existing Poles, All Types	EA	25	127.50	\$ 3,187.50	52.00	\$ 1,300.00
22	Connect & Mount Sign to New Decorative Poles, All Types	EA	20	127.50	\$ 2,550.00	52.00	\$ 1,040.00
23	Connect & Mount Sign to New U-Section Steel Posts, All Types	EA	160	127.50	\$ 20,400.00	42.00	\$ 6,720.00
24	Concrete Decorative Pole w/ Concrete Mounted Breakaway System	EA	10	2,468.40	\$ 24,684.00	2,800.00	\$ 28,000.00
25	Welded & Seamless Steel Pipe Post, 3" Decorative w/ Concrete Mounted Breakaway	EA	10	1,081.20	\$ 10,812.00	1,450.00	\$ 14,500.00
26	Steel U-Section Post, 3 LB/FT, Painted w/ Concrete Mounted Breakaway	EA	105	780.30	\$ 81,931.50	975.00	\$ 102,375.00
GRAND TOTAL					\$ 397,645.98		\$ 419,395.00

I certify that this is a correct tabulation of all the bids received and read aloud for this project on the bid date of May 10, 2016.


 ENGINEER SIGNATURE

5/13/2016
 DATE

8.1

**STATE OF MISSISSIPPI
CITY OF TUPELO
CONTRACT FOR PROFESSIONAL SERVICES
#31416**

March 14, 2016

1. **Parties.** This contract is made and entered into by and between the City of Tupelo, MS (Tupelo or City) and SCHAUS LLC (SCHAUS) Mississippi Company.
2. **Purpose.** Tupelo hereby engages the services of SCHAUS, and SCHAUS hereby agrees to render those certain services described in Paragraph 3, "Scope of Services," below.
3. **Scope of Services.** The intent of this contract is to assist Tupelo with an Emergency Preparedness Plan including a FEMA Debris Plan and the New Office of Management and Budget Super Circular Guidelines including:
 1. Prepare the necessary Documents for a Debris Removal Request for Qualifications (RFQ);
 2. Prepare the necessary Documents for a Debris Monitoring Request for Qualifications (RFQ);
 3. Prepare the necessary Documents for Public Assistance Direct Administrative Cost Request for Qualifications (RFQ);
 4. Super Circular Overview/Training for City Officials;
 5. Training for City Department Heads on Category A-G Reimbursement requirements, and;
 6. Debris Plan Design (Not part of the Super Circular Guidelines).

Description of Services:

1. Debris Plan Design including City Force Account and Contractor Activation.
2. Debris Removal, Debris Monitoring, and Direct Administrative Cost RFQ Documents to establish a "Prequalified List" of Emergency Response Contractors and Professional Services Firms for the City.
3. Design Request for Price Templates to be used following a Federal Declaration.
4. Design a Contract Template reflecting the current FEMA Requirements and review the Mississippi Personnel Services Contract Review Board (PSCRB) type guidelines.

Deliverables:

1. SCHAUS will provide experienced personnel to complete the above Scope.
2. SCHAUS will represent Tupelo for required follow through with the Mississippi Emergency Management Agency, MDEQ, and FEMA.
3. Provide RFQ's for advertising, RFP Template, and Contract Templates/Documents.

Tupelo Responsibilities:

1. Tupelo will assign a single Point of Contact for the Project.
2. Tupelo will assist SCHAUS with negotiations for Temporary Debris Reduction Sites and Final Debris Sites.

3. City related Legal Agreements that may surface for Final and Temporary Sites for the Debris Plan.
4. Provide Legal Approvals and Opinions as associated with the Project.
5. Provide Advertising for RFQ's/RFP's including boiler plate data.

This is a non federally funded (non eligible) project solely funded by the City of Tupelo.

4. **Period of Performance.** The period of performance of services under this Contract shall be for two years beginning on April 1, 2016 and end March 31, 2018. Should Tupelo and SCHAUS agree to extend this Agreement both parties shall agree in writing however not to exceed four total years . Notice of any cancellation must be sent to SCHAUS in writing at least thirty (30) days prior to the effective termination date.
5. **Consideration and Method of Payment.** Consulting upon activation will require Hourly rates billed bi-weekly. Rates for 2016 (April 1, 2016 to March 31, 2018) are as follows:

POSITIONS	HOURLY RATES
Sr. Project Manager/Planner/Consultant	\$ 75.00/hour
Sr. OMB Consultant (if required)	\$100.00/hour
Field/Technical Manager	\$ 65.00/hour
Environmental Consultant (if required)	\$ 75.00/hour
Clerk	\$ 33.00/hour

Expenses:

Copies, Photo Documentation, GIS Printing, Scanning	\$At Cost + 10%
Hotel, Mileage, Meals (Not to Exceed)	\$ 1,000.00

This Project shall not exceed \$18,900.00 (excluding expenses) without approval of the City of Tupelo.

SCHAUS will bill Tupelo bi-weekly for Services net 14.

Should Tupelo not desire to continue to utilize the services of SCHAUS, then Tupelo shall notify SCHAUS in writing 30 days in advance, upon cancellation and the City shall be under no further obligation under this contract.

6. **Relationship of Parties.** It is expressly understood and agreed that Tupelo enters into this Contract with SCHAUS based on the purchase of Professional Services and not based on an employer-employee relationship. For all purposes under this Contract:
 - A. SCHAUS represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Contract. Such personnel shall not be deemed in any way, directly or indirectly, expressly, or by implication, to be employees of Tupelo without approval of the City.

- B. Any person or subcontractor employed by SCHAUS to perform the services hereunder shall be the responsibility of SCHAUS, who shall have the sole right to hire and discharge its employees.
- C. It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to SCHAUS for services actually rendered shall be so paid with no withholdings or deductions being made by Tupelo for any purpose except as provided in Paragraph 7 herein.

SCHAUS shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of and shall pay any Tax and any withholdings that may be required.

- 7. **Termination for Cause.** If, through any cause, SCHAUS shall fail to fulfill in a timely and proper manner, as determined by the City, its obligations under this Contract, or if SCHAUS shall violate any of the covenants, agreements, or stipulations of this Contract, Tupelo shall thereupon have the right to terminate the Contract by giving written notice to SCHAUS of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. Satisfactory work shall be determined by the City in its sole discretion. In the event of such termination, SCHAUS shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by SCHAUS in connection with this Contract as of the date of receipt of Notification of Termination. Such compensation shall be based upon the fees set forth in Paragraph 5.

Notwithstanding the above, SCHAUS shall not be relieved of liability to Tupelo for damages sustained by Tupelo by virtue of any breach of this Contract by SCHAUS and the City may withhold any payments to SCHAUS for the purpose of set off until such times as the exact amount of damages due to Tupelo from SCHAUS are determined.

- 8. **Termination for Convenience.** Either Tupelo or SCHAUS may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. SCHAUS shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of SCHAUS covered by the Contract, less payments previously made.
- 9. **Ownership of Documents and Work Product.** Except as otherwise required by law with regard to the confidentiality of patient records, all documents, notes, programs, books, data bases (and all applications thereof), files, reports, studies, unfinished documents and/or other materials collected or prepared by SCHAUS specifically at the request and solely for the use of Tupelo, which information is not of the sort that would be compiled in the ordinary course and scope of SCHAUS regular business activities, shall be owned by the City upon completion or termination of this agreement. Tupelo reserves the rights to any and all information and/or materials collected on its behalf.

SCHAUS assures that any and all information regarding clients of Tupelo will be kept strictly confidential pursuant to current state and local requirements and will become the property of Tupelo. SCHAUS further assures that the City shall have full access to all information collected.

SCHAUS is prohibited from use of the above described information and/or materials without the express written approval of the City of Tupelo.

10. Agreements by SCHAUS.

Subcontractors. It is understood and agreed that SCHAUS may enter into agreements or subcontracts with qualified entities, to perform the obligations contained in this agreement. Any such contracts, subcontracts or agreements shall include or incorporate by reference, the terms and conditions of this agreement. SCHAUS shall bear full responsibility for the performance of any and all contractors and subcontractors.

Subcontractor Liability. In any agreement or subcontract for the performance of any service or services under this agreement, SCHAUS shall require a contractor or subcontractor to indemnify, release, save and hold harmless the City from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees arising under this agreement.

SCHAUS shall require any and all licensed professionals either employed by or under a contract/subcontract to SCHAUS to perform services under this Contract shall be fully responsible and liable to SCHAUS and the City for work performed or any omission by any associates, employees and/or consultants. SCHAUS shall require that any such licensed professional (example: Engineers, Environmentalist, etc.) carry errors and omissions insurance coverage in an amount equal to at least one million (\$1,000,000.00), to include all associates, employees and/or consultants, and that the cost thereof shall be born by the licensed professional. Such errors and omissions coverage shall remain in full force and effect for the period of time that the professional or subcontractor is responsible for performance of any part of this Contract.

- 11. Record Retention and Access to Records.** SCHAUS shall maintain, and shall make available to the City, any state agency authorized to audit Tupelo, the federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, financial records, supporting documents, statistical records and all other records pertinent to the services performed under this Contract. These records shall be maintained for at least three (3) years; however, if any litigation or other legal action, by or on behalf of the State or Federal Government has begun that is not completed at the end of the three (3) year period, or if audit findings, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.
- 12. Modification or Amendment.** Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties, in writing and signed by the parties hereto.
- 13. Assignment.** SCHAUS may not assign or otherwise transfer its obligations or duties under this Contract without the prior written consent of Tupelo. Any attempt to assign or transfer

the obligations and duties hereunder without such consent shall be void.

14. **Waiver.** Failure of either party hereto to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power there under at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Contract.
15. **Funding.** It is expressly understood by the parties hereto that the fulfillment of the obligations of Tupelo under this agreement is conditioned upon the availability of City funds. In the event that funds are insufficient or otherwise unavailable to satisfy payments due under this agreement, the City shall satisfy all payment request of completed service by the SCHAUS and shall notify SCHAUS to cease work.
16. **Indemnification.** SCHAUS agrees to indemnify, defend, save and hold harmless the City of Tupelo from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by SCHAUS, its agents, subcontractors, or employees in the performance of this Contract.
17. **Governing Law and Legal Remedies.** This Contract shall be construed and governed in accordance with the laws of the State of Mississippi. SCHAUS expressly agrees that under no circumstances shall Tupelo be obligated to pay an attorney's fee or the cost of legal action to the SCHAUS.

SCHAUS and Tupelo agree that the courts of general jurisdiction of Lee County, and appropriate appellate courts therefrom, shall have exclusive venue and jurisdiction for the litigation and resolution of any dispute regarding this Contract.
18. **Severability.** If any term or provision of this Contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby and each term and provision of this Contract shall be valid and enforceable to the fullest extent permitted by law.
19. **Disputes.** Any dispute concerning a question of fact arising under this Contract may be disposed of by good faith negotiation between a duly authorized representative of Tupelo and SCHAUS. Such a resolution shall be reduced to writing, executed by both parties, and a copy thereof mailed or furnished to SCHAUS and shall be final and conclusive, unless within ten (10) days from the date of such resolution, SCHAUS mails or furnishes to Tupelo a written request for review.
20. **Compliance with Laws.** SCHAUS shall comply with all applicable laws, regulations, policies and procedures and Grant requirements (if applicable) of the United States of America or any agency thereof, the State of Mississippi or any agency thereof and any local governments or political subdivisions that may affect the performance of services under this Contract. Specifically, but not limited to, SCHAUS shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Contract because of race, color, sex, age, religion, national origin or disability.

21. **Notice.** Any notice required or permitted to be given under this Contract shall be in writing and sent by United States Certified Mail, Return Receipt Requested, to the party to whom the notice should be given at the address set forth following:

TUPELO MISSISSIPPI

Jason Shelton
Mayor
71 East Troy Street
Tupelo, MS 38804

SCHAUS LLC: Danny Shows, President and CEO
SCHAUS LLC
PO Box 331
523 East Hickory Street
Ellisville, MS 39437

The parties agree to promptly notify each other of any change of address.

IN WITNESS WHEREOF, this contract has been entered into and executed by the parties hereto in duplicate originals.

Witness my signature this _____ day of _____, 20_____.

CITY OF TUPELO

By: _____
Jason Shelton
Mayor

Witness my signature this _____ day of _____, 20_____.

SCHAUS LLC

By: _____
Danny Shows
President and CEO